**IBEX COMPUTER CORPORATION**

20741 MARILLA ST.  
CHATSWORTH, CA 91311  
(213) 709-8100

**QUOTATION****Q N° 2218**

THE SLIPPED DISK  
IBM  
50 N. Main Street  
Brewster, NY 10509

DATE January 6, 1984

YOUR INQUIRY NO.

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION:

ITEM	MODEL NO/DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	IBEX Model TS-100, IBM format compatible 9 track 1/2 inch Magnetic Tape System for IBM PC and XT Computers. Parallel Input to IBM. PC/XT Buss, includes Controller, Cable to Tape Drive, Pertec FS1611, Vindicator Tape Transport, complete system with PC-TIP software and user's manual.	1-4	\$5995.00	
2.	IBEX Model TS-110, Serial Tape Coupler Tape Subsystem for any ASYNC, ASCII, RS232C Port at Baud Rate up to 19.2K Baud (38.4K Baud Available). System includes STC-100 Serial Tape Coupler, Cable to Tape Drive, Pertec FS1611, Vindicator Tape Transport.	1-4	\$5995.00	
2a	RS-232 Interconnect Cable, 25 feet, Data Communications Device to STC-100, IBEX P/N 014-00010.	Any	\$ 95.00	
Terms: 2% 10 Net 30 on approved credit, cash in advance, letter of credit, or COD on new or unapproved accounts.				
IAW STD IBEX T/C (attached)				
TERMS: See Above		F.O.B. Chatsworth, CA		EST. DELIVERY 30 Days ARO

**QUOTATION FIRM FOR 30 DAYS**

Bert T. Johnston



## STANDARD TERMS & CONDITIONS

### 1. GENERAL

An order constitutes a contract between Seller and the Buyer when accepted in writing by Seller at its home office as shown on the face hereof. A contract resulting from the acceptance of an order may be cancelled or altered by the Buyer only if agreed to in writing by Seller at its home office subject to payment of associated charges necessary to protect Seller from loss. Any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions contained herein shall not be binding on either party unless expressly accepted in writing by its authorized representatives.

### 2. DELIVERY

Shipping dates are based upon prompt receipt of all necessary documents from the Buyer. Shipments are scheduled after acceptance of an order in accordance with the Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and the Buyer is advised of the actual shipping schedule. Seller shall not be liable for delays in delivery or other default by reason of any occurrence or contingency beyond its reasonable control, nor shall it be liable for any special or consequential damages caused by any delay in delivery or failure to manufacture or deliver.

### 3. PRICES

The prices stated are exclusive of any federal, state, municipal or other government tax now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities.

On sales outside the United States, all required import duties, licenses and fees shall be payable by the Buyer in addition to the stated prices.

### 4. PAYMENT

Unless otherwise specifically stated to the contrary, the terms of payment shall be net fifteen days from the date of shipment of the hardware. In case of partial shipments, pro-rata payments shall become due on each shipment. On over-due accounts, a finance charge shall be charged and payable at the rate of one and one-half (1½) percent per month on the amount of the unpaid balance. Seller may require full or partial payment in advance if, in its judgment, the financial condition of the Buyer at any time prior to shipment so warrants.

### 5. WARRANTY

Seller passes on the manufacturer's warranty or lacking same, warrants products of its manufacture to be free from defect in design, workmanship and material under normal use and service for a period of six (6) months, or in the case of flexible disk products, 90 days after the date of shipment. Seller agrees to repair or replace at its authorized repair center, without charge, all defective parts in system which are returned for inspection to said center within the applicable warranty period; provided such inspection discloses that the defects are as specified above, and provided further the equipment has not been altered, or repaired other than with authorization from Seller and by its approved procedures, not been subjected to misuse, improper maintenance, negligence or accident, damaged by excessive current or otherwise had its serial number or any part thereof altered, defaced or removed. All defective items released hereunder shall become the property of Seller. The warranties contained in this Agreement are in lieu of all other warranties, express or implied, arising out of or in connection with any equipment (or the use of performance thereof). The Seller will not be liable (a) for personal injury or property damage except injury or property damage caused by the Seller's negligence, (b) for incidental or consequential damages, or (c) for any damages (regardless of their nature) caused by the Purchaser's failure to fulfill its responsibilities as set forth above.

THIS WARRANTY IS IN LIEU OF, AND BUYER WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The warranty set forth herein may not be extended, altered, or modified except by written amendment to this Agreement.

### 6. CANCELLATION OR RESCHEDULING

The Buyer may terminate work under this Agreement, either in whole or in part. Notice of termination under this paragraph must be submitted by the Buyer, in writing, sixty days in advance of its effective date.

Cancellation or rescheduling charges for equipment will be assessed in accordance with the following schedule:

Notice Received	Cancellation Charge	Rescheduling Charge
31 to 60 days prior to scheduled shipment.	10% of list price of cancelled equipment.	No charge
2 to 30 days prior to scheduled shipment.	20% of list price of cancelled equipment.	5% of list price of rescheduled equipment
1 day prior to shipping or after equipment is received by Buyer.	30% of list price of cancelled equipment, plus return freight.	10% of list price of rescheduled equipment, plus return freight.

### 7. TITLE

Title to each item of equipment shall pass to the Purchaser only upon full payment thereof, but risk of loss shall pass upon its delivery by the Seller to the carrier (regardless of whether payment has theretofore been made).

### 8. SECURITY INTEREST

The Purchaser hereby grants to the Seller a security interest in the equipment and in all components, devices, features and accessories thereto, and in any proceeds therefrom, to secure payment in full of all sums due under this Agreement. Failure of the Purchaser to pay the aforesaid sum when due hereunder, or the insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of the Purchaser shall constitute a default under this Agreement, and shall afford to the Seller all the remedies of a secured party under the Uniform Commercial Code of the State of California. The Purchaser further agrees and does hereby grant and authorize the Seller to execute, and to file with the appropriate governmental authority, any and all financing statements (and other documents) on behalf of Purchaser necessary to perfect the Seller's security interest in the Equipment and, for this purpose only, hereby appoints the Seller, its representatives and assignees as attorneys-in-fact, agents and authorized signators of the Purchaser for such financing statements.

In addition to any other remedy available to it, the Seller may upon the Purchaser's default of payment, enter upon the Purchaser's premises to peaceably take possession of the equipment during normal business hours. If the Seller shall be required to regain possession by judicial process, the Purchaser expressly waives any right to require the Seller to post any security as a precondition to securing a judicial order granting immediate repossession. In addition, the Seller may retain as rental all payments made pursuant to this Agreement to the extent such payments do not exceed the fair and reasonable rental charges for the equipment.

### 9. DEPOSITS

All deposits are forfeited at cancellation.

### 10. ENFORCEABILITY

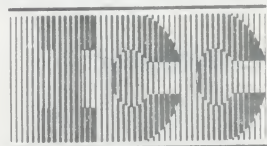
No delay or failure of either party in exercising any right hereunder and no partial or single exercise hereof, shall be deemed to constitute the waiver of such right or any other rights hereunder.

If any provision of this Agreement shall become inoperative or unenforceable as applied in any particular case or becomes in conflict with any other provisions hereof, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstances. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part thereof.

### 11. AGREEMENT

This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement between the Purchaser and the Seller with respect to the purchase and sale of the equipment. No representation or statement not contained in this Agreement shall be binding upon the Seller as a warranty or otherwise and this Agreement shall not be modified or amended unless by a writing executed by an officer and/or principal of the party against whom the modification or amendment is sought to be enforced.

12. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Purchaser for the Equipment.



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